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March 11, 2025
Notice of Timber Sale
Berrien County

Dear Timber Buyer:

The Georgia Forestry Commission will accept bids until 11:00 a.m. on Tuesday, April 8, 2025, for the unit sale of pine and hardwood on 176.2 acres of Department of Natural Resources (DNR) property located on Paradise Public Fishing Area (PFA) in Berrien County.

The sale area is located approximately eight (8) miles east of Tifton, GA off Brookfield Nashville Road; location is described more precisely on the attached maps and Delorme Georgia Gazetteer page 59 block B8.

This timber sale consists of 131.2 acres of planted slash for a 3rd thinning and 45 acres of planted longleaf pine for a 1st thinning. See the attached Exhibit "A" "Timber Harvest Plan within the Timber Harvest Contract for detailed instructions on this timber harvest.

Our estimate of total timber volume is 7,491 tons of pine and an incidental amount of hardwood. Product breakdown will not be announced. Buyers are encouraged to make their own determination of product breakdown. Volume is not guaranteed.

Bids may be brought to the opening site or mailed to the attention of Ben Hammond, Georgia Forestry Commission 1055 East Whitehall Rd, Athens, GA 30605. Bids will be publicly opened at 11:00 a.m. on Tuesday, April 8, 2025, at the Georgia Forestry Commission's Tift County Unit located at 2395 U.S. Highway 41 North, Tifton, GA 31793 (see attached bid opening location map). No bids will be accepted after 11:00 a.m.

Bid Requirements:

1. All bids must be submitted on the timber bid form provided with this notice, signed and sealed, and must have "Paradise PFA FY25 #11614 Bid Sale" written on front of envelope. Per ton price and wood specifications **are required** for each product on bid form. Specifications should include minimum top and butt size, minimum length or measured lengths, and, if appropriate, quality specifications (for example, knot size, sweep, etc.). If a box on bid form is not applicable, indicate as "N/A." **Incomplete bid forms will be invalid and will not be given consideration in the bid process.**
2. Mailed bids will be accepted and shall be clearly marked "Paradise PFA FY25 #11614 Bid Sale" on front of envelope and must arrive on the day before the sale. Phone or email bids will not be accepted.
3. Bid forms must be signed in order to be accepted.
4. A check made payable to the **Georgia Forestry Commission** in the amount of \$5,000.00 must be enclosed in the sealed bid. Checks of unsuccessful bidders will be returned following bid opening. The successful bidder's check will be held in escrow and credited towards the performance bond. The performance bond amount will be \$5,000.00 or 10% of the total sale value, whichever is greater. Any additional performance bond money will be due at contract signing.

Continued...

A sample contract, bid form and maps of sale area are included with this timber sale notice. Also attached is the “Timber Harvest Inspection” form to be used by a GA DNR representative when making periodic inspections of harvesting operations. **Notice: Be sure to read through the “Timber Harvest Contract.”** Contract signing and receipt of payment will occur no later than thirty (30) days after bid opening. Additional road work that may be required must be approved by GA DNR and will be buyer’s responsibility. For questions regarding the bid process contact Ben Hammond, GFC, at 706-612-3729. For questions specific to the sale area contact Michael Staton, GA DNR, at 404-844-6448.

The Georgia Forestry Commission reserves the right to reject any and all bids

Sincerely,

Ben Hammond

Ben Hammond, RF

Staff Forester

Paradise PFA FY25
Thinning #11614
Bid Opening Location Map
April 8, 2025
11:00 am



Georgia Forestry Commission
Tift Co. Unit
2395 US Highway 41 N,
Tifton, GA 31793



0 2,400 4,800 7,200 9,600
Feet

Datum: NAD1983 Coord Sys: UTM 17S Author: B. Tucker 12/21/2018

GEORGIA FORESTRY COMMISSION - TIMBER BID FORM
Paradise PFA FY25 Thinning Sale ID# 11614

COMPANY NAME: _____

COMPANY REPRESENTATIVE: _____ TELEPHONE #: _____

ADDRESS: _____

Products	Price Per Ton	Minimum Top Size	Minimum Butt Size	Min. or Meas. Length	Quality Specs.
Pine pulp-wood					
Pine top-wood					
Pine chip & saw					
Pine saw timber					
Hardwood pulp-wood					

I understand that this is a unit (per ton per product) timber sale. Per ton price and wood specifications have been entered for each product listed on this bid form. In order to validate this bid, a bid deposit in the form of a \$5,000.00 check, made payable to the Georgia Forestry Commission, is included. Checks of unsuccessful bidders will be returned. Successful bidder's check will be held in escrow and credited towards the performance bond.

THE GEORGIA FORESTRY COMMISSION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

By: _____ Date: _____

**GEORGIA DEPARTMENT OF NATURAL RESOURCES
TIMBER HARVEST CONTRACT
FOR
STATE-OWNED LANDS
PARADISE PFA FY25 THINNING
Sale ID# 11614**

**STATE OF GEORGIA
COUNTY OF BERRIEN**

This **TIMBER HARVEST CONTRACT** (the “**CONTRACT**”) is made and entered into by and between the **GEORGIA DEPARTMENT OF NATURAL RESOURCES**, 2065 U.S. Highway 278 SE, Social Circle, GA 30025, hereinafter referred to as the “**SELLER**” and _____ of _____ hereinafter referred to as the “**BUYER**”.

WITNESSETH:

ARTICLE I. Obligations of the SELLER:

1. SELLER agrees to sell to the BUYER all those forest products to be harvested as defined here, and hereby represents and warrants it has good and unencumbered title to such timber:
 - a) Location and Description of Sale Area
The timber sale area, approximately 176.2 acres, is located approximately eight (8) miles east of Tifton, Georgia on Paradise PFA. The timber sale area consists of 131.2 acres of planted slash pine for a 3rd thinning and 45 acres of planted longleaf pine for a 1st thinning. The specific site is designated on the attached maps as Exhibits “B”, “C” & “D” which are incorporated herein by reference and made part of this CONTRACT and which are herein collectively referred to as the “PROPERTY.”
 - b) Timber shall be harvested according to “Timber Harvest Specifications” below.
2. SELLER agrees to allow the BUYER ingress and egress across and upon the PROPERTY for the purpose of carrying out forest products harvesting identified in this CONTRACT.
3. SELLER shall in no way assume any responsibility for damage to equipment belonging to the BUYER or injury to persons employed by the BUYER or his/her agent; said responsibility being totally assumed by the BUYER.
4. The parties agree that the recommendations relating to forest products harvesting known as BEST MANAGEMENT PRACTICES (“BMPs”) and referenced in the Georgia Forestry Commission (GFC) publication “Georgia’s Best Management Practices for Forestry” is binding upon and will be adhered to by the BUYER in accomplishing any and all forest products harvesting identified by this CONTRACT.

ARTICLE II. Obligations of the BUYER:

1. Agrees to pay the SELLER at the rate of
\$___ per ton for pine pulp wood (wood specs: ___ inch minimum top, ___ inch minimum butt, ___ feet minimum length)

\$___ per ton for pine top wood (wood specs: ___ inch minimum top, ___ inch minimum butt, ___ feet minimum length)

\$___ per ton for pine chip & saw (wood specs: ___ inch minimum top, ___ inch minimum butt, ___ feet minimum length)

\$___ per ton for pine saw timber (wood specs: ___ inch minimum top, ___ inch minimum butt, ___ feet minimum length)

\$___ per ton for hardwood pulp wood (wood specs: ___ inch minimum top, ___ inch minimum butt, ___ feet minimum length)

for the forest products designated for harvesting in ARTICLE I of this CONTRACT.

Payment for forest products shall be made by the BUYER to the **Georgia Forestry Commission** as follows: \$_____, 50% of the estimated total sale price, (the "ADVANCE"), based on the BUYER's bid for the volumes and products offered in ARTICLE I, is to be paid at the time of CONTRACT execution. The parties agree that this payment is nonrefundable except under the following circumstances:

- 1) If the estimated volume of timber's, as described in ARTICLE I, value does not equal or exceed the 50% payment made by the BUYER to the SELLER, the difference between the value of the timber cut and removed, based upon scale tickets delivered to SELLER, and the 50% payment shall be refunded to the BUYER by the SELLER.
- 2) If a material breach by the SELLER prevents BUYER from harvesting and removing timber valued less than the 50% payment made by the BUYER to the SELLER, the difference between the value of the timber cut and removed, based upon scale tickets delivered to SELLER, and the 50% payment shall be refunded to the BUYER by the SELLER.

Following harvest equivalent to the initial 50% payment, the remainder will be due at the time of harvest on a per-unit basis. Payment is to be made to: The **Georgia Forestry Commission** and hand delivered to Michael Staton, DNR, along with a cutting report and sales record recapping the timber types, weights and payment classifications. **Reference sale ID# 11614 on all checks and settlement statements.** The per-unit payments will be made weekly, unless otherwise authorized by the SELLER.

2. Agrees to pay the SELLER a performance bond equal to \$_____ (ten percent (10%) of the estimated total sale price) upon the execution of this CONTRACT. The performance bond will be returned to the BUYER less any damages as determined by the terms within this CONTRACT. The SELLER shall have up to sixty (60) days from the termination of this CONTRACT to inspect the property and account to the BUYER for any balance due it from said bond.
3. Agrees to harvest the entire sale area per within twelve (12) months of execution of this CONTRACT (the "CONTRACT PERIOD") unless wet weather prevents/delays harvest. If harvesting operations are delayed or suspended due to weather conditions, as determined by the SELLER, time lost will be added to the CONTRACT PERIOD. In the event the BUYER is unable to harvest within the CONTRACT PERIOD, as it may be extended by agreement or weather conditions, the BUYER will forfeit the performance bond.

4. Will prior to the execution of this CONTRACT, provide to the SELLER and GFC proof of Worker's Compensation insurance coverage for all his/her employees and/or his/her agent's employees who will be performing work and General Liability insurance with limits of one million dollars/two million dollar aggregate; such coverage to be maintained throughout the CONTRACT PERIOD.
5. Will repair to original condition or pay for cost of replacement, any damage caused by the BUYER to fences, roads or other improvements of the SELLER.
6. Will reimburse the SELLER for all costs borne by the SELLER and GFC in suppressing any wildfire or cost of wildfire damages incurred or caused by the BUYER or his/her agent upon lands subject to this CONTRACT.
7. Will indemnify, release, and hold the SELLER, the STATE OF GEORGIA, its various other units of government, its instrumentalities, and all officers, employees, and agents of the foregoing, harmless from and against all liabilities, damages, costs, expenses (including all attorney's fees and expenses incurred by them), causes of action, suits, demands, judgments, and claims of any nature whatsoever, arising from, by reason of or in connection with the operations hereunder; provided, however, no indemnitee shall be indemnified for the results of that indemnitee's sole negligence or, in the case of multiple negligence, for the share caused by the indemnitee's negligence.
8. Will remove all garbage, used lubricants, fuel, fluids and their containers daily, as a result of the BUYER's work involving this CONTRACT.

ARTICLE III. THE PARTIES MUTUALLY AGREE:

1. The following work specifications are applicable and will be adhered to by the BUYER unless changes are approved by the SELLER.
 - Timber Harvest Specifications
 - a. Standing trees will become the property of the BUYER once they are severed from the stump and appropriate compensation will be paid by the BUYER according to the terms of this CONTRACT.
 - b. See Exhibit "A" for detailed instructions regarding this timber harvest.
 - c. Pine stumps shall be no more than six (6) inches above the original ground level or immediately above any butt swell, whichever is higher. Hardwood stumps shall be no more than eight (8) inches above the original ground level or immediately above any butt swell, whichever is higher.
 - d. Any merchantable pulpwood, logs or other forest products cut by the BUYER but not hauled off within four (4) weeks thereafter shall be scaled by the SELLER while observed by a representative of the BUYER and the BUYER shall be charged at the rate of one and one quarter (1.25) times the rate reflected in Article 2, condition 1, and charged against the performance bond described in Article 2, condition 2. In addition to the afore mentioned penalty, if this wood is still merchantable, the BUYER shall deliver it to market and shall pay the SELLER based on the product category declared by the receiving mill and at the rates reflected in Article 2, condition 1.
 - e. Excessive damage to residual trees will be compensated for by the BUYER. The BUYER shall be charged at the rate of three (3) times the rates reflected in Article 2, condition 1, and charged against the performance bond described in Article 2, condition 2. Excessive damage will be determined by the SELLER.

2. Wood Flow Accounting Procedures – The SELLER will provide the BUYER with load tickets which will operate as a security device and record for the timber cut under this CONTRACT. These load tickets will be subsequently numbered documents in multiple part forms. The BUYER will be responsible for completing the pertinent information on the form for each load, attaching one part (section 3) of the load ticket to the load of timber at the loading site, and depositing another part of the ticket (section 2) into a lock box at the site provided for by the SELLER. Section 1 of the load ticket will be kept in the ticket book by the BUYER. The BUYER shall have the loads weighed across any state certified or forest products industry scale, with the scale weight recorded on a written scale ticket. The BUYER shall attach (section 4) of the load ticket to the corresponding scale ticket for each week's deliveries, with a cutting report and sales record recapping the timber types, weights and payment classifications and shall be hand delivered on a weekly basis to Michael Staton, DNR. Spot checks will be made by the SELLER or DNR in the field to make sure trailers are tagged properly. If the BUYER fails to produce load tickets and scale tickets that correspond to all load tickets used and deposited in the lock box, the BUYER shall pay the SELLER for each missing ticket at the rate of 24 tons of the highest value product in Article I. Any load tickets issued to the BUYER which are unused at completion of the sale must be returned to the SELLER. The BUYER is responsible for load tickets **168301 through 168600**.
3. If either party fails to cure any material breach (including, without limitation, failure to make a payment when due) within 30 days after written notice, the other party may suspend performance or terminate the Agreement and exercise any other legal rights or remedies.
4. The SELLER and GFC reserves the right to perform periodic inspections to determine whether or not the terms of this CONTRACT are being achieved and to suspend operation when weather conditions may result in damage to the site, until conditions improve. Timber Harvest Inspection form is attached as Exhibit "E".
5. The CONTRACT shall terminate when the BUYER receives a release of escrow letter from SELLER stating timber harvest activities are satisfactorily completed or twelve (12) months from CONTRACT date, whichever first occurs, unless the CONTRACT is extended due to weather or the parties agree to an extension of time for removal of forest products covered under this CONTRACT.
6. No oral statement by any person shall be allowed to modify or change any written portion of this CONTRACT.
7. Any designated forest products, harvested or un-harvested, which remain on the sale area at the date this CONTRACT terminates, remain the property of the SELLER.
8. This CONTRACT shall not be assigned by the BUYER in whole or in part without the written consent of the SELLER. The SELLER shall approve, in writing, any new Buyer to the CONTRACT or any Buyer that is not named as the BUYER to this CONTRACT.
9. The parties agree that this CONTRACT is subject to the authority of the Georgia Forestry Commission, pursuant to O.C.G.A 12-6-6, to manage State forest lands and to oversee the sale of timber and other forest products grown on such lands.
10. This CONTRACT shall be governed by and construed under the laws of the State of Georgia. The Superior Court of Fulton County shall have exclusive jurisdiction over any and all actions, suits, or other proceedings instituted to enforce the CONTRACT unless SELLER, in writing, decides that a different court has jurisdiction.

IN WITNESS WHEREOF, the parties have affixed signatures this ___ day of _____, 2025.

WITNESS: _____

BUYER: _____

DATE: _____

WITNESS: _____

SELLER: _____

DATE: _____

Exhibit "A"

Georgia Department of Natural Resources Forest Management Unit Timber Harvest Plan

Timber Sale Name: Paradise Public Fishing Area FY '25 Thin – 176.2 Acres

Proposal Number: PFA-0002

Sale ID: 11614

Harvest Type: Thinning
 Timber Stand Improvement
 Clear-cut
 Other: _____

Harvest System: Conventional
 Cut to length

Note: A pre-harvest meeting is required between the GA DNR, timber buyer, and logger prior to any harvest activity. Notification is required 24-hours in advance of loggers moving on or off of the sale area.

Harvest Description:

General Information

This per unit per product timber harvest consists of a marked third thin consisting of 131.2 acres of 1984 planted slash pine and a marked first thin consisting of 45 acres of 2005 planted longleaf pine.

- Leave trees have been marked with blue marking paint on two sides of each leave tree.
- Takeout rows should be avoided in the 45 acres of first thinning. These stands have been marked for total selection because of the amount of poor quality timber that needs to be removed. The harvester should be vigilant about accomplishing this thinning without damaging the residual timber.
- Avoid dropping any tree or debris in firebreaks or roads.
- Rutting in the stands must be avoided.
- Stump heights should be less than 6" above ground level or immediately above butt swell.
- Skinning of residual trees must be avoided. Paint all damaged/skinned crop trees with black or brown paint before proceeding to the next stand or area.
- Skidding across roads should be avoided and should be preapproved by GA DNR if deemed necessary.
- All areas of the stands must be properly thinned even if it requires coming back in dryer conditions to harvest the wetter areas.
- Active gopher tortoise burrows will be flagged with pink flagging and the nearest tree should have a pink ring around it painted with pink marking paint. Harvest equipment should stay at least 10' away from any burrow.

Streams

There are no known streams in the harvest areas, however, avoid crossing any man-made ditch unless approved by FMU personnel. Working around the edges of some of the ponds could get wet. Rutting must be avoided in these areas.

Log Decks and Logging Slash

Only proposed log deck locations as indicated on sale maps are to be used. Loggers are encouraged to use the minimum number of decks as possible. Decks should be placed far enough off of roads to avoid impacting the roads. Trees in the 1984 slash stands should be run over with the skidder while in the woods and before being skid to the log deck in order to remove most limbs. Logging slash should be evenly distributed back into the thinned stands on a regular basis. Drag or blade over the dropped piles of slash in order to level them out and not leave clumps of debris. Slash piles should be at least 30 feet from residual trees. Remove logging slash from roads and firebreaks once a stand is harvested.

Roads

Access to the stands is gained off of the Brookfield-Nashville Road and off of Bussey Street in Enigma. Designated access points have been established in order to minimize travel on paved PFA roads since the asphalt on those roads is thin and not designed for log truck traffic. Most, if not all, travel on paved PFA roads can be avoided by using these access points, however, the DNR may need to improve access to a couple of the spots. The DNR will be responsible for access improvement if needed.

Harvest Restriction Dates

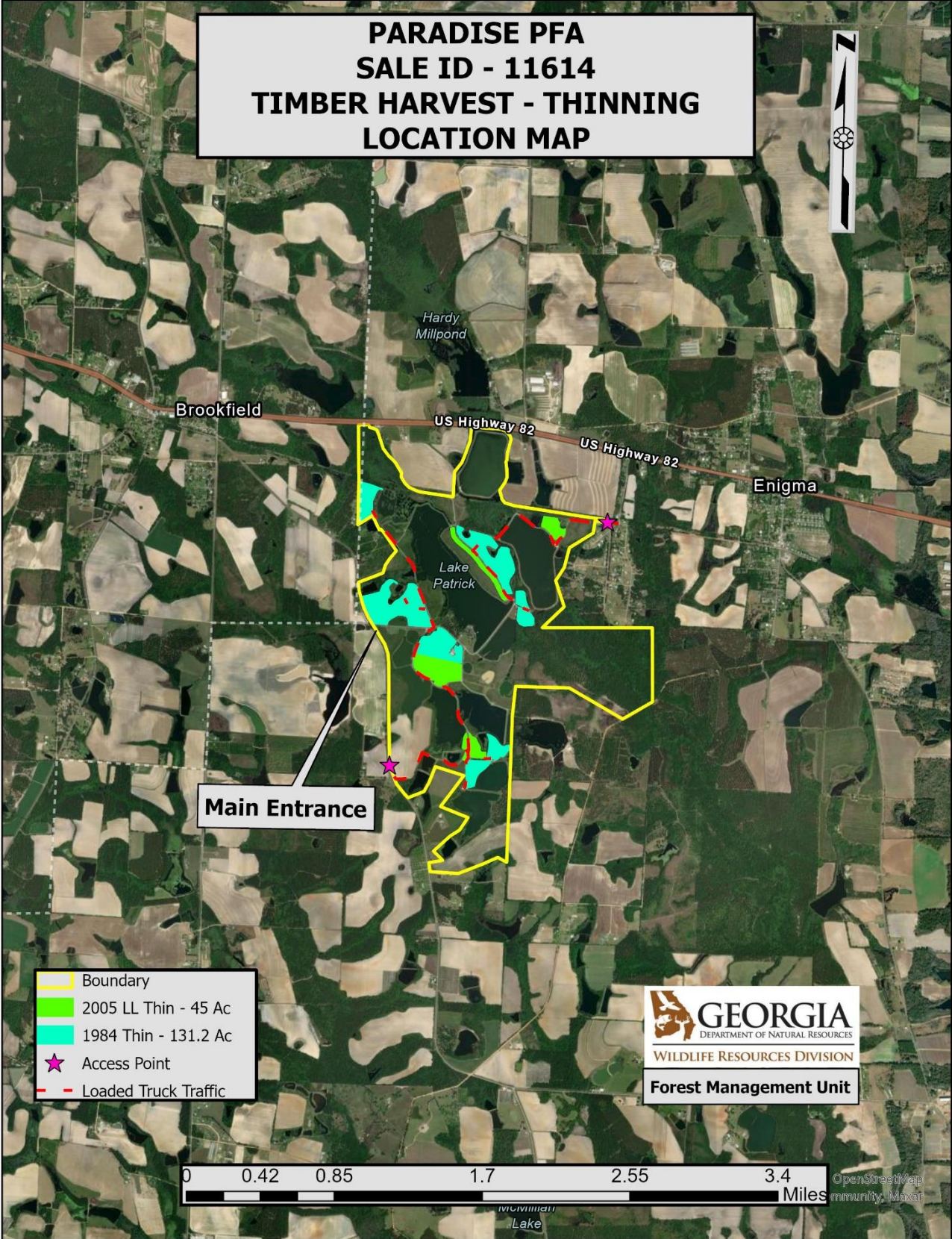
Since log truck traffic would be required to pass through the public dove field on the south access point for loaded log trucks, traffic through the dove field will be restricted on Saturdays during the 2025/2026 dove season. In addition, no harvesting will be allowed during two waterfowl hunts which occur on two Thursdays in December 2025. Harvesting could be allowed if the harvesting is deemed to have no effect on the waterfowl hunts depending on where the harvesting is taking place. This will be addressed if the need arises. Please see the 2025/2026 Georgia hunting regulations when they are published for specific dates.

Maps

See attachments

Exhibit "B"

PARADISE PFA SALE ID - 11614 TIMBER HARVEST - THINNING LOCATION MAP



- Boundary
- 2005 LL Thin - 45 Ac
- 1984 Thin - 131.2 Ac
- Access Point
- Loaded Truck Traffic

GEORGIA
DEPARTMENT OF NATURAL RESOURCES
WILDLIFE RESOURCES DIVISION
Forest Management Unit



Exhibit "C"

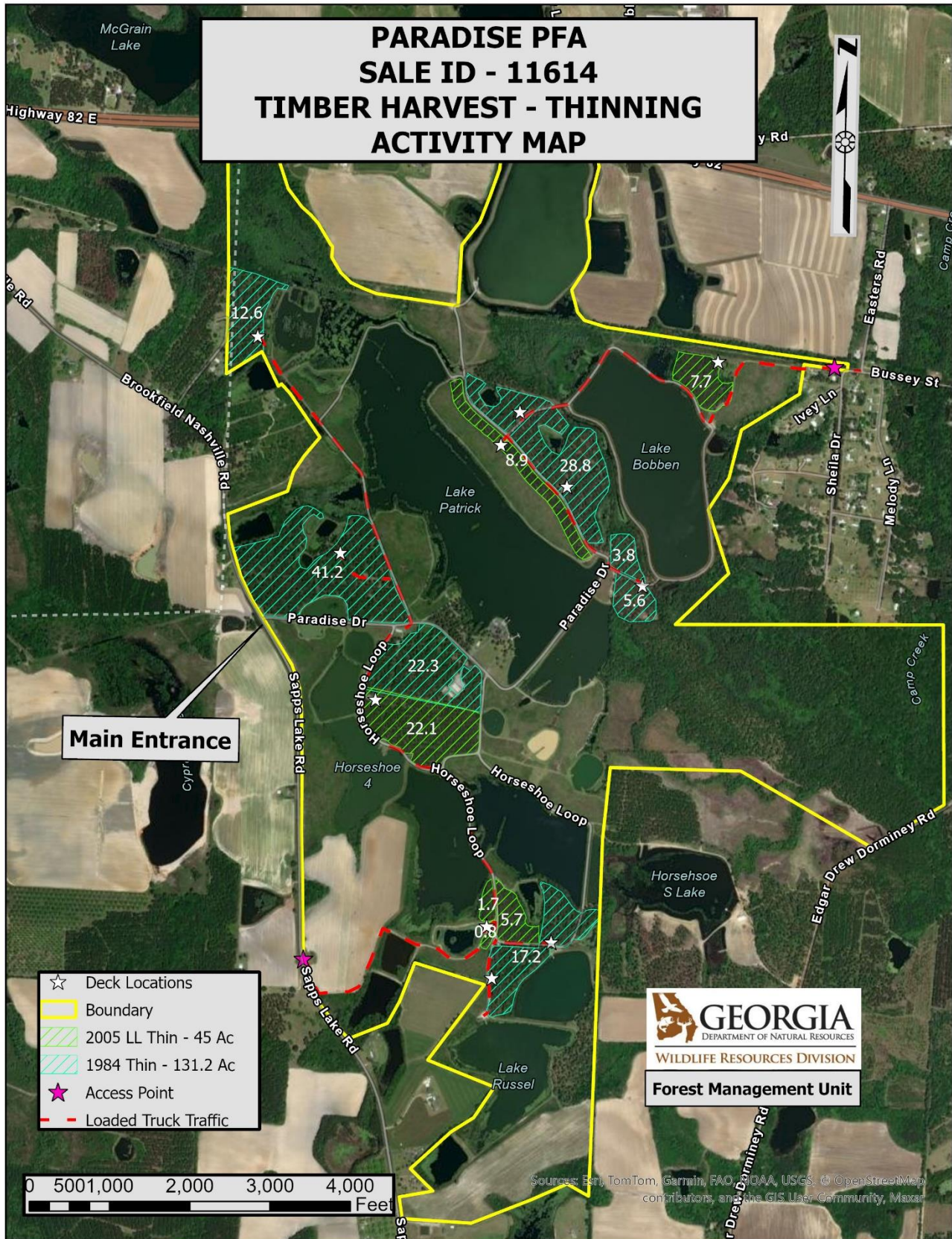


Exhibit "D"

**PARADISE PFA
SALE ID - 11614
TIMBER HARVEST - THINNING
TOPO MAP**

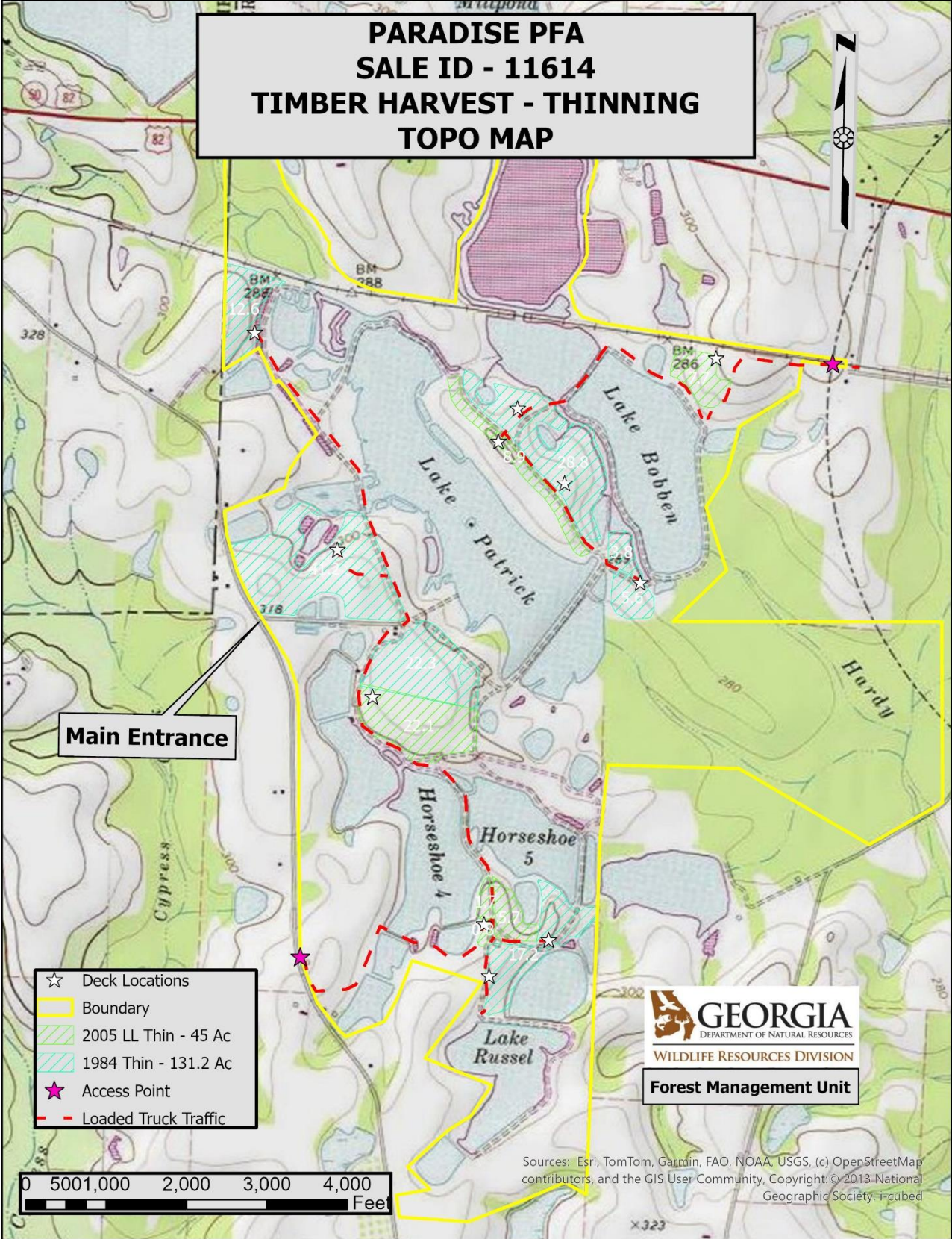


Exhibit "E"

Timber Harvest Inspection



Sale Name: _____
 Sale Type: _____
 Inspection Date: _____

Inspection Type:
 Weekly _____
 Final _____

	Yes	No	N/A	Follow-up	Date Completed
1 Safety					
A Operation being conducted in a safe manner	_____	_____	_____	_____	_____
2 Harvest					
A Stump heights acceptable	_____	_____	_____	_____	_____
B Satisfactory separation, utilization and trim of products	_____	_____	_____	_____	_____
C No excessive damage to residual trees	_____	_____	_____	_____	_____
D All designated trees cut	_____	_____	_____	_____	_____
E Load tickets properly filled out, displayed and documented	_____	_____	_____	_____	_____
F Log decks properly located and stabilized	_____	_____	_____	_____	_____
G Harvest plan being followed	_____	_____	_____	_____	_____
3 Roads					
A Entrance to public roads comply with ordinances	_____	_____	_____	_____	_____
B Ditches, dips and water turnouts functioning	_____	_____	_____	_____	_____
C State and county roads free from mud and debris	_____	_____	_____	_____	_____
D Road shoulders undamaged by logging equipment	_____	_____	_____	_____	_____
E Roads properly maintained and stabilized	_____	_____	_____	_____	_____
4 Streamside Management Zones					
A If harvesting in SMZ, soil disturbance is avoided	_____	_____	_____	_____	_____
B Number of stream crossings minimized	_____	_____	_____	_____	_____
C Streams free of sedimentation, tops and debris	_____	_____	_____	_____	_____
D Stream crossings are properly installed and stabilized	_____	_____	_____	_____	_____
E Proper culvert size used	_____	_____	_____	_____	_____
F Timber removal from SMZ follows prescription or state BMP guidelines	_____	_____	_____	_____	_____
5 Best Management Practices					
A Chemical or petroleum product spills absent	_____	_____	_____	_____	_____
B Skid trails minimized and on contour or slope of <25%	_____	_____	_____	_____	_____
C Temporary roads and skid trails closed and stabilized	_____	_____	_____	_____	_____
D Temporary stream crossings removed if no longer in use	_____	_____	_____	_____	_____
E Logging decks in compliance with state BMPs	_____	_____	_____	_____	_____
F Road construction in compliance with state BMPs	_____	_____	_____	_____	_____
G Rutting in compliance with state BMPs	_____	_____	_____	_____	_____
H Trash properly disposed of	_____	_____	_____	_____	_____

6 Comments

Inspecting Forester: _____ Date: _____
 Contractor Signature: _____ Date: _____